

EXHIBIT “A”
Service Documents

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Service Documents

STEPHEN F. SISOLAK
Governor

STATE OF NEVADA

TERRY REYNOLDS
Director



BARBARA D. RICHARDSON
Commissioner

DEPARTMENT OF BUSINESS AND INDUSTRY

DIVISION OF INSURANCE

1818 East College Parkway, Suite 103

Carson City, NV 89706

(775) 687-0700 • Fax (7) 687-0787

Website: doi.nv.gov

E-mail: insinfo@doi.nv.gov

April 23, 2020

Judd J. Balmer, Esq.
2625 N. Green Valley Pkwy., Ste. 225
Henderson, NV 89014

RE: Barillas vs. CSAA Fire & Casualty Insurance Company
District Court, Clark County, Nevada
Case No. A-20-811271-C

Dear Mr. Balmer:

The Division received the service of process documents on April 16, 2020, regarding the above-entitled matter. Service has been completed on CSAA Fire & Casualty Insurance Company this date and enclosed are the following:

1. A copy of our letter to CSAA Fire & Casualty Insurance Company dated April 23, 2020;
2. A certified copy of the Proof of Service dated April 23, 2020; and
3. Your receipt in the amount of \$30.00.

Pursuant to *Nevada Revised Statutes (NRS)* 680A.260, 685A.200, and 685B.050, all documents after initial service of process may be served directly to the party.

If you have any questions regarding this service, please so advise.

Sincerely,

BARBARA D. RICHARDSON
Commissioner of Insurance

By: /s/ Susan Bell
Service of Process Clerk

Enclosures

c: CSAA Fire & Casualty Insurance Company

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April 23, 2020

VIA CERTIFIED MAIL
NO. 7019 1120 0000 7069 8449

CSAA Fire & Casualty Insurance Company
c/o The Corporation Trust Company of Nevada
701 S. Carson St., Ste. 200
Carson City, NV 89701-5239

RE: Barillas vs. CSAA Fire & Casualty Insurance Company
District Court, Clark County, Nevada
Case No. A-20-811271-C

Dear Sir or Madam:

Enclosed please find the following documents: Summons and Complaint. These documents have been served upon the Commissioner of Insurance as your attorney for service of process on April 16, 2020.

The appropriate action should be taken immediately, as you may only have 30 days from the date of this service to respond.

If you have any questions regarding this service, please advise.

Sincerely,

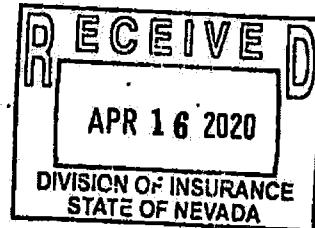
BARBARA D. RICHARDSON
Commissioner of Insurance

By: /s/ Susan Bell
Service of Process Clerk

Enclosures

c: Judd J. Balmer, Esq.

1 **SUMM**
2 **JUDD J. BALMER, ESQ.**
3 NEVADA BAR NO. 006212
4 **JUDD J. BALMER, ESQ., LTD.**
5 *A Nevada Professional Corporation*
6 2625 N. Green Valley Parkway, Suite 225
Henderson, Nevada 89014
T: (702) 642-4200
F: (702) 642-4300
E: jbalmer@balmerlawfirm.com
Attorneys for Plaintiffs



**DISTRICT COURT
CLARK COUNTY, NEVADA**

**LEOPOLDO BARILLAS and RUFINA
BARILLAS.**

11 Plaintiff,
vs.

12 CSAA FIRE & CASUALTY INSURANCE
13 COMPANY, an Indiana corporation, d/b/a
14 AAA INSURANCE; DOES 1-100, inclusive,
and ROE CORPORATIONS 1-100, inclusive.

15 Defendants.

Case No.: A-20-811271-C

Dept. No.: X

SUMMONS

SUMMONS

**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU
WITHOUT YOU BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ
THE INFORMATION BELOW.**

TO THE DEFENDANT(S): A Civil Complaint has been filed by the Plaintiff against you for the relief set forth in the Complaint.

**CSAA FIRE & CASUALTY INSURANCE COMPANY, an Indiana corporation, d/b/a AAA
INSURANCE**

- 23 1. If you intend to defend this lawsuit, within 20 days after this Summons is served
24 on you, exclusive of the day of service, you must do the following:

25 a. File with the Clerk of this Court, whose address is shown below, a
26 formal written response to the Complaint in accordance with the
27 rules of the Court, with the appropriate filing fee.

28 b. Serve a copy of your response upon the attorney whose name and address is
29 shown below.

30 2. Unless you respond, your default will be entered upon application of the Plaintiff
31 and this Court may enter a judgment against you for the relief demanded in the

Complaint, which could result in the taking of money or property or other relief requested in the Complaint.

3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.
 4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators, each have 45 days after service of this summons within which to file an answer or other responsive pleading to the Complaint.

Issued at the direction of:

JUDD J. BALMER, ESQ., LTD.
A Nevada Professional Corporation

/s/ Judd J. Balmer

By:

JUDD J. BALMER, ESQ.
Nevada Bar No. 006212
2625 N. Green Valley Parkway, Suite 225
Henderson, Nevada 89014
T: (702) 642-4200
F: (702) 642-4300
E: jbalmer@balmerlawfirm.com
Attorneys for Plaintiffs

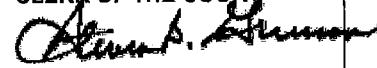
**STEVEN D. GRIERSON
CLERK OF COURTS**

Deputy Clerk **Judge Date**
Marie Kramer **DISTRICT**

JUDD J. BALMER, ESQ., LTD.
A Nevada Professional Corporation

NOTE: When service is by publication, add a brief statement of the object of the action. See Rules of Civil Procedure 4(b).

Electronically Filed
2/27/2020 11:00 AM
Steven D. Grierson
CLERK OF THE COURT



1 COMP
2 JUDD J. BALMER, ESQ.
3 NEVADA BAR NO. 006212
4 JUDD J. BALMER, ESQ., LTD.
5 A Nevada Professional Corporation
6 2625 N. Green Valley Parkway, Suite 225
Henderson, Nevada 89014
T: (702) 642-4200
F: (702) 642-4300
E: jbalmer@balmerlawfirm.com
Attorneys for Plaintiff

CASE NO: A-20-811271-C
Department 10

7 DISTRICT COURT
8 CLARK COUNTY, NEVADA

9 LEOPOLDO BARILLAS and RUFINA }
10 BARILLAS, } Case No.:
11 Plaintiff, } Dept. No.:
12 vs. }
13 CSAA FIRE & CASUALTY INSURANCE }
14 COMPANY, an Indiana corporation, d/b/a }
15 AAA INSURANCE; DOES 1-100, inclusive, }
and ROE CORPORATIONS 1-100, inclusive, }
16 Defendants. }
17 _____ }

COMPLAINT

18 COME NOW, Plaintiffs LEOPOLDO BARILLAS and RUFINA BARILLAS, by and
19 through their attorney of record, JUDD J. BALMER, ESQ., LTD., a Nevada Professional
20 Corporation, and hereby complains and alleges as follows:

21 I.

22 **GENERAL ALLEGATIONS**

- 23 1. Plaintiffs own the home at 3409 Singer Lane, North Las Vegas, Nevada, 89084-2322, having
24 purchased the home on March 23, 2006. Hereinafter, Plaintiffs' 3409 Singer Lane, North Las
25 Vegas, Nevada, 89084-2322 is at times referred to as the subject "home."
26 2. At all times relevant herein, and on the date of covered water loss, November 2, 2019,
27 Plaintiffs' insurer for 3409 Singer Lane was Defendant CSAA FIRE & CASUALTY
28 INSURANCE COMPANY, an Indiana corporation, d/b/a AAA INSURANCE (hereinafter

1 referred to as Defendant "AAA"). AAA wrote for Plaintiffs a Homeowners Policy, policy
2 number HO52229721. At all times relevant herein, Plaintiffs were current on their insurance
3 premiums with AAA.

- 4 3. At all times relevant herein, AAA was and is a foreign corporation and was and is doing
5 business in Clark County, Nevada, as an insurance company writing homeowner's insurance
6 policies to owners of real property in Clark County. Plaintiffs purchased such a policy of
7 homeowner's insurance from AAA that was assigned policy number HO52229721. At all
8 times relevant herein, employees, agents, servants, and/or representatives of AAA adjusted
9 certain of Plaintiffs' damages under claim numbers 1003-54-3246 and 1003-54-2999, among
10 potentially other claim numbers.
- 11 4. At all times relevant herein, DOE and ROE CORPORATION Defendants were doing business
12 in the State of Nevada, as insurance adjusters and/or design, consulting, distribution, supply,
13 assembly, installation, construction, remediation, and/or repair contractors and/or
14 subcontractors. Said Defendants held themselves out to the public at large to be INSURANCE
15 ADJUSTERES, contractors, skilled in the design, distribution, supply, assembly, installation,
16 construction, remediation, and/or repair of components for residential homes. At all times
17 relevant herein, and upon information and belief, one or more of said Defendants were (a)
18 subcontractor(s) of AAA. The true names or capacities, whether individual, corporate,
19 associate or otherwise, of said DOE and ROE CORPORATION Defendants are unknown to
20 Plaintiffs, who, therefore, sue said Defendants by such fictitious names. Plaintiffs are
21 informed and believe and thereon allege that each of the Defendants designated herein as
22 DOE or ROE CORPORATION is legally responsible in some manner for the events and
23 happenings referred to, including but not limited to water intrusion, water damage, mold
24 growth, and contamination in Plaintiffs' home, and legally and proximately caused injury and
25 damages thereby to Plaintiffs as herein alleged. Plaintiffs will seek leave of the Court to
26 amend this Complaint to insert the true names and capacities of said DOE and ROE
27 CORPORATION Defendants when the same have been ascertained, and to join such
28 Defendants in the action

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- 1 5. At all times relevant herein, Defendants, and each of them, and/or their employees, agents,
2 servants, or other representatives were performing activities and/or providing products or
3 goods related to the insurance, design, construction, remediation, and/or repair of the
4 aforesaid residential home at 3409 Singer Lane, North Las Vegas, Nevada, 89084-2322.
5 Furthermore, Plaintiffs are informed and believe, and on that ground allege, that at all times
6 mentioned herein, each of the Defendants was the agent of AAA and/or each other, and all
7 acts alleged herein to have been committed by any one of them was committed on behalf of
8 AAA. Accordingly, Plaintiffs allege that each Defendant is liable for its/his/her own actions
9 and that of its/his/her employees, agents, and servants, and, as applicable, each Defendant is
10 also vicariously liable for the negligent and otherwise tortious acts of each other Defendant.
11 Plaintiffs further allege that each Defendant is jointly and severally liable for the injuries and
12 damages suffered by Plaintiffs as set forth below.

13 6. This Court has jurisdiction in this matter because, among other things, this Complaint stems
14 from property damages sustained by Plaintiffs in the State of Nevada. Venue is proper in
15 Clark County, Nevada, because the property at 3409 Singer Lane, North Las Vegas, Nevada,
16 89084-2322, is located in Clark County, Nevada, which is also the residence and principal
17 place of business for some or all of the Defendants.

II. **GENERAL ALLEGATIONS**

- 20 7. On or about November 2, 2019, Plaintiffs discovered a sudden and accidental water overflow
21 from a reverse osmosis system in their 3409 Singer Lane home. The sudden and accidental
22 water overflow caused Plaintiffs' home to suffer loss and damage. Plaintiffs timely placed a
23 claim with AAA for the covered water loss and resulting damage. AAA assigned to the
24 covered Category 3 water loss and resulting damage Claim No. 1003-54-2999.

25 8. On or about November 2, 2019, Plaintiffs discovered a leak from a freezer that had opened
26 and spilled liquid associated with the food thawing in their 3409 Singer Lane home. The
27 sudden and accidental water loss caused Plaintiffs' home to suffer loss and damage. Plaintiffs

1 timely placed a claim with AAA for the covered water loss and resulting damage. AAA
2 assigned to the covered Category 3 water loss and resulting damage Claim No. 1003-54-2999.
3 9. AAA wrongfully, knowingly, and unreasonably failed to undertake a proper investigation of
4 Plaintiffs' covered water loss claims and resulting damage.
5 10. AAA wrongfully, knowingly, and unreasonably failed to engage and/or consult with
6 appropriate experts to investigate Plaintiffs' covered water losses and resulting damage.
7 11. AAA wrongfully, knowingly, and unreasonably failed to engage appropriate contractors to
8 mitigate, remediate, and repair Plaintiffs' covered water losses and resulting damage.
9 12. AAA wrongfully, knowingly, and unreasonably failed to mitigate and/or dry-down the
10 covered water damage in Plaintiffs' home, leaving the Category 3 (dirty) water unmitigated,
11 causing the growth and proliferation of toxigenic mold contamination in Plaintiffs' home and
12 personal property contained therein and rendering the home uninhabitable.
13 13. AAA wrongfully, knowingly, and unreasonably left Plaintiffs to fend for themselves in the
14 remediation and restoration of their home. AAA abandoned Plaintiffs, causing Plaintiffs to
15 suffer injury, loss, and damage.
16 14. Defendant AAA wrongfully, knowingly, and unreasonably failed to take proper or timely
17 action on the claims, causing Plaintiffs to suffer injury, loss, and damage.
18 15. AAA wrongfully, knowingly, and unreasonably failed to properly interpret the insurance
19 policies implicated by Plaintiffs' claims.
20 16. AAA wrongfully, knowingly, and unreasonably failed to extend coverage under the insurance
21 policies implicated by Plaintiffs' claims.
22 17. AAA wrongfully, knowingly, and unreasonably denied Plaintiffs' covered water loss and
23 resulting damage claims.
24 18. AAA wrongfully, knowingly, and unreasonably failed to properly adjust Plaintiffs' covered
25 water loss and resulting damage claims.
26 ...
27 ...
28 ...

III.

FIRST CLAIM FOR RELIEF

**(TORTIOUS BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR
DEALING (BAD FAITH)—Against Defendant AAA)**

19. Plaintiffs reallege and incorporate herein each and every allegation set forth in Section I of
this Complaint, as well as each and every allegation contained in every other Claim for
Relief, as if set forth in full herein.

20. On November 2, 2019, and before, Plaintiffs had in force with AAA a valid contract of
homeowner's insurance, policy number HO52229721, policy period 3/20/2019 to 3/20/2020,
and Plaintiffs were current on their homeowner's insurance premiums with AAA.

21. As set forth herein, among other provisions of said insurance contract, and in exchange for
insurance premiums pre-paid in advance by Plaintiffs, AAA agreed to insure Plaintiffs
against loss due to water and resulting damage.

22. On or about November 2, 2019, Plaintiffs discovered a sudden and accidental plumbing leak
in the kitchen of their 3409 Singer Lane home. Plaintiffs timely and properly placed a claim
with AAA for the water loss. AAA accepted the claim and assigned the flood Claim No.
1003-54-2999.

23. On or about November 2, 2019, Plaintiffs discovered a sudden and accidental water loss in
the office of their 3409 Singer Lane home. Plaintiffs timely and properly placed a claim with
AAA for the water loss. AAA accepted the claim and assigned the flood Claim No.
1003-54-3246.

24. AAA breached the insurance contract, abandoned Plaintiffs, its insureds, and denied
Plaintiffs' valid claims for the resulting covered damage to their home without any
reasonable basis and with knowledge or awareness of the lack of any reasonable basis to
deny coverage for the damage, in order to save AAA money on the claim in the pursuit of
cost savings for AAA—all to the detriment of Plaintiffs and their property.

25. In the contract of insurance between Defendant AAA and Plaintiffs, there is implied a
covenant of good faith and fair dealing. By virtue of the fiduciary-like insurer/insured

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- 1 special relationship that existed between AAA and Plaintiffs, which here is marked by
2 Plaintiffs' reasonable trust and confidence in, and reliance upon, AAA and further marked by
3 AAA's superior position to Plaintiffs in knowledge, resources, and power—particularly at the
4 time of Plaintiffs' property losses and related insurance claims needs and inferior bargaining
5 position—Nevada law recognizes AAA's breach of the implied covenant of good faith and
6 fair dealing to be tortious in nature, entitling Plaintiffs to recover from AAA tort damages.
- 7 26. By reason of the facts and circumstances set forth in this Complaint, AAA breached the
8 insurance contract with Plaintiffs, acted in bad faith on Plaintiffs' valid insurance claims,
9 violated the aforesaid implied covenant of good faith and fair dealing, by acting unreasonably
10 in denying and/or delaying Plaintiffs' claims with knowledge or awareness of the lack of any
11 reasonable basis to deny or delay coverage, or acted with reckless disregard as to the
12 unreasonableness of the denial or delay. AAA's violation of the implied covenant of good
13 faith and fair dealing gives rise to a bad-faith tort claim.
- 14 27. Despite the provisions of said insurance policy, despite Plaintiffs' valid claims and repeated
15 demands, despite Plaintiffs' compliance with all policy terms and conditions, and despite
16 AAA's fiduciary-like duty to Plaintiffs, AAA has breached said implied covenant of good
17 faith and fair dealing, acting in bad faith. AAA's denial of Plaintiffs' claims without any
18 reasonable basis and AAA's knowledge or awareness of the lack of any reasonable basis to
19 deny coverage and/or AAA's reckless disregard as to the unreasonableness of its denial are
20 demonstrated by the following conduct of AAA in handling Plaintiffs' valid insurance claims:
- 21 27.1. AAA wrongfully, knowingly, and unreasonably failed and refused to take appropriate
22 immediate action on Plaintiffs' claims of water damage and, later, mold concerns,
23 despite the fact that the covered water loss set in motion a chain of events leading
24 directly to Plaintiffs' losses;
- 25 27.2. AAA wrongfully, knowingly, and unreasonably denied and/or delayed without
26 reasonable condition payment of Plaintiffs' valid insurance claims, despite Plaintiffs'
27 repeated demands;
- 28

- 1 27.3. AAA wrongfully, knowingly, and unreasonably refused, failed, and/or delayed to
2 educate itself on water damage and its proper mitigation, the resulting growth of mold,
3 and dangers of toxigenic molds and/or failed and/or delayed to consult with
4 appropriately trained professionals so that AAA could deal promptly, fairly, and
5 effectively with the water damage and the consequent mold contamination in
6 Plaintiffs' home as well as properly determine coverage for the claims;
- 7 27.4. AAA wrongfully, knowingly, and unreasonably delayed in properly investigating
8 water loss and associated damage, including the toxic mold contamination, in
9 Plaintiffs' home, and wrongfully, knowingly, and unreasonably delayed in procuring
10 necessary environmental testing, wrongfully, knowingly, and unreasonably delayed in
11 allowing and/or refused to agree to pay for Plaintiffs to relocate from their water
12 damaged and, later, contaminated home to a suitable replacement home, and
13 wrongfully, knowingly, and unreasonably delayed payment for real and personal
14 property damaged as a result of the water loss and consequent toxic mold
15 contamination, all despite Plaintiffs' repeated demands for payment;
- 16 27.5. AAA wrongfully, knowingly, and unreasonably failed to appropriately repair and
17 remediate Plaintiffs' home and to provide Plaintiffs with adequate payments under its
18 insurance policy so that Plaintiffs would have the necessary resources to hire properly
19 trained mitigation and remediation personnel to abate the water and consequent mold
20 damage suffered by the home;
- 21 27.6. AAA wrongfully, knowingly, and unreasonably failed to repair or replace Plaintiffs'
22 property and home when the water loss and related claims were covered under the
23 insurance policy and where AAA;
- 24 27.7. AAA wrongfully, knowingly, and unreasonably engaged in a course of conduct
25 designed to wrongfully deny coverage to Plaintiffs, despite Plaintiffs' valid claims and
26 repeated demands for payment, in order to conceal from Plaintiffs and others
27 Defendant's substantial delays and mistakes in AAA's mishandling of Plaintiffs' valid
28 claims and covered water loss;

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- 1 27.8. AAA wrongfully, knowingly, and unreasonably withheld payments due Plaintiffs
2 under the insurance policy and otherwise, all in an effort to put corporate profit above
3 and in front of the needs and interests of Plaintiffs, its insureds, despite its fiduciary-
4 like duty to Plaintiffs;

5 27.9. AAA wrongfully, knowingly, and unreasonably engaged in unprofessional claims
6 investigative procedures by, among other things, refusing to acknowledge that
7 Plaintiffs' home remained damaged and had become, as a direct result, thoroughly
8 contaminated;

9 27.10. AAA wrongfully, knowingly, and unreasonably concealed from Plaintiffs benefits,
10 coverages, and other provisions of the insurance policy pertinent to Plaintiffs' claims
11 and wrongfully, knowingly, and unreasonably failed to fully disclose all pertinent
12 benefits, coverages, and other provisions of the subject insurance policy under which
13 Plaintiffs' claim was presented;

14 27.11. AAA otherwise wrongfully, knowingly, and unreasonably engaged in unprofessional
15 claims investigative and handling procedures, all at the expense of Plaintiffs and the
16 unfair enrichment of AAA.

17 28. In so doing, AAA breached said implied covenant of good faith and fair dealing, breached its
18 fiduciary-like duties to Plaintiffs, and acted in bad faith, entitling Plaintiffs to recover from
19 AAA damages in tort for injuries, real and personal property damages, and out-of-pocket
20 expenses and other damages.

21 29. As a direct and proximate result of AAA's unfair and bad faith practices relating to its
22 handling of Plaintiffs' valid insurance claims relating to the covered water loss in their home,
23 Plaintiffs have suffered and continue to suffer the injuries and damages set forth below.

24 30. As a direct and proximate result of all the foregoing, Plaintiffs have been caused to suffer
25 serious bodily injury, and great pain of mind and body, some or all of which may continue
26 into the future, all to their general damage in excess of Fifteen Thousand Dollars
27 (\$15,000.00).

28

- 1 31. As a further direct and proximate result of all the foregoing, Plaintiffs have been caused,
2 and/or may in the future be caused, to incur medical bills and expend sums of money for
3 medical care and expenses incidental thereto, as well as other out-of-pocket expenses, all in
4 amounts to be determined at the time of trial.
- 5 32. As a further direct and proximate result of all the foregoing, Plaintiffs have been caused, and
6 will in the future be caused, to incur bills and expend sums of money to perform works of
7 remediation, repair, restoration, and construction to the subject residence to prevent further
8 damages and to restore the subject residence to its proper condition, as well as incur other
9 out-of-pocket expenses, in an amount to be determined at the time of trial.
- 10 33. As a further direct and proximate result of all the foregoing, Plaintiffs were significantly
11 exposed to hazardous substances having toxigenic, allergenic, and/or carcinogenic properties.
12 As a direct and proximate result of such exposure, Plaintiffs suffered serious personal
13 injuries, including emotional distress, and have a reasonable and significant risk of
14 contracting and suffering from a serious latent disease, illness, and/or injury. Such increased
15 risk makes periodic diagnostic medical examinations reasonably necessary. Monitoring and
16 testing procedures exist which make the early detection and treatment of the latent diseases,
17 injuries, and illnesses possible and beneficial, and such medical monitoring procedures
18 should be implemented for the benefit of Plaintiffs. Plaintiffs will seek leave of Court to
19 amend this Complaint to set out the exact amount of such additional damages when the same
20 have been ascertained.
- 21 34. As a further direct and proximate result of all the foregoing, Plaintiffs have been caused to
22 sustain a loss of income, past, present, and future, and/or impairment of earning capacity in
23 an amount to be determined at the time of trial.
- 24 35. As a further direct and proximate result of all the foregoing, Plaintiffs have been caused to
25 suffer injury to and/or loss of and/or diminished value to their real and personal property, as
26 well as incur other related expenses in an amount to be determined at the time of trial. This
27 injury includes Plaintiffs' duty to disclose the aforesaid defects, water damage, and resulting
- 28

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1 mold contamination in the home, pursuant to NRS Chapter 113, in any future sale of the
2 home.

3 36. The above outrageous actions were done by AAA oppressively, fraudulently, and/or with
4 malice, expressed or implied, with a willful, wanton and/or conscious disregard for the safety
5 of others, and thereby Plaintiffs are entitled to punitive damages. In addition, punitive
6 damages should be awarded against AAA as its managerial agents authorized the dealing and
7 manner of said AAA's agents, employees, or servants aforementioned acts; and/or AAA's
8 agents, servants, or employees were not fit or properly trained for their designated
9 responsibilities relating to Plaintiffs; and/or AAA's agents, servants, or employees were
10 employed in a managerial capacity and were acting in the scope of employment at the time of
11 the aforementioned acts; and/or AAA and/or its managerial agents ratified or approved the
12 aforementioned acts of AAA's agents, servants, or employees.

13 IV.

14 **SECOND CLAIM FOR RELIEF**

15 **(VIOLATIONS OF NEVADA REVISED STATUTE 686A.310 (UNFAIR CLAIMS
16 PRACTICES)— Against Defendant AAA)**

17 37. Plaintiffs reallege and incorporate herein each and every allegation set forth in Section I of
18 this Complaint, as well as each and every allegation contained in every other Claim for
19 Relief, as if set forth in full herein.

20 38. By reason of the facts set forth above herein, AAA has violated NRS 686A.310, to wit:

21 38.1. AAA has violated NRS 686A.310(a) by, among other things, misrepresenting to
22 Plaintiffs pertinent facts and insurance policy provisions relating to coverage for the
23 losses sustained by Plaintiffs caused by the water losses, as set forth herein;

24 38.2. AAA has violated NRS 686A.310(b) by, among other things, failing to acknowledge
25 and act reasonably promptly upon communications with respect to Plaintiffs' claims
26 arising under the AAA insurance policy. AAA unreasonably failed to ever tender
27 proper coverage or payment to Plaintiffs, in response to Plaintiffs' demands therefor;

28

- 1 38.3. AAA has violated NRS 686A.310(c) by, among other things, failing to adopt and
2 implement reasonable standards for the prompt investigation and processing of water
3 damage and mold claims arising under AAA's insurance policy and adjustment of
4 claims thereunder;
- 5 38.4. AAA has violated NRS 686A.310(e) by, among other things, failing to effectuate
6 prompt, fair and equitable settlements of claims in which liability of AAA has become
7 reasonably clear, as set forth throughout this Complaint, including specifically in the
8 Fourth Claim for Relief (Breach of Contract against AAA) and the First Claim for
9 Relief (Tortious Breach of Implied Covenant of Good Faith and Fair Dealing against
10 AAA);
- 11 38.5. AAA has violated NRS 686A.310(f) by, among other things, compelling Plaintiffs to
12 institute this litigation to recover amounts due Plaintiff's under her AAA insurance
13 policy by, it is alleged upon information and belief, offering substantially less than the
14 amounts ultimately recovered in actions brought by similarly situated insureds, when
15 Plaintiffs have made claims for amounts reasonably similar to the amounts ultimately
16 recovered by other similarly situated insureds;
- 17 38.6. AAA has violated NRS 686A.310(l) by, among other things, failing to settle Plaintiffs'
18 claims promptly, where liability has become reasonably clear, under one portion of the
19 insurance policy coverage in order to influence settlements under other portions of the
20 insurance policy coverage, all as demonstrated by the facts and circumstances set forth
21 the Fourth Claim for Relief (Breach of Contract against AAA) and the First Claim for
22 Relief (Tortious Breach of Implied Covenant of Good Faith and Fair Dealing against
23 AAA);
- 24 38.7. AAA has violated NRS 686A.310(n) by, among other things, failing to provide
25 promptly to Plaintiffs a reasonable explanation of the basis in the AAA insurance
26 policy, with respect to the facts of Plaintiffs' claims and the applicable law, for the
27 denial of Plaintiffs' claims or for an offer to settle or compromise the claims,
28 particularly as to Plaintiffs' claims as set forth in the Fourth Claim for Relief (Breach

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of Contract against AAA) and the First Claim for Relief (Tortious Breach of Implied Covenant of Good Faith and Fair Dealing against AAA).

- 3 39. Pursuant to NRS 686A.310(2), AAA "is liable to its insured for any damages sustained by the
4 insured as a result of the commission of any act set forth in subsection 1 as an unfair
5 practice."

6 40. As a direct and proximate result of AAA's commission of the acts of unfair practice as set
7 forth in Paragraphs 38 and 38.1 to 38.7, as well as the paragraphs and Claims for Relief
8 cross-referenced therein, Plaintiffs have sustained the damages set forth below.

9 41. As a direct and proximate result of all the foregoing, Plaintiffs have been caused to suffer
10 serious bodily injury, and great pain of mind and body, some or all of which may continue
11 into the future, all to their general damage in excess of Fifteen Thousand Dollars
12 (\$15,000.00).

13 42. As a further direct and proximate result of all the foregoing, Plaintiffs have been caused,
14 and/or may in the future be caused, to incur medical bills and expend sums of money for
15 medical care and expenses incidental thereto, as well as other out-of-pocket expenses, all in
16 amounts to be determined at the time of trial.

17 43. As a further direct and proximate result of all the foregoing, Plaintiffs have been caused, and
18 will in the future be caused, to incur bills and expend sums of money to perform works of
19 remediation, repair, restoration, and construction to the subject residence to prevent further
20 damages and to restore the subject residence to its proper condition, as well as incur other
21 out-of-pocket expenses, in an amount to be determined at the time of trial.

22 44. As a further direct and proximate result of all the foregoing, Plaintiffs were significantly
23 exposed to hazardous substances having toxigenic, allergenic, and/or carcinogenic properties.
24 As a direct and proximate result of such exposure, Plaintiffs suffered serious personal
25 injuries, including emotional distress, and have a reasonable and significant risk of
26 contracting and suffering from a serious latent disease, illness, and/or injury. Such increased
27 risk makes periodic diagnostic medical examinations reasonably necessary. Monitoring and
28 testing procedures exist which make the early detection and treatment of the latent diseases,

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COMPLAINT

1 injuries, and illnesses possible and beneficial, and such medical monitoring procedures
2 should be implemented for the benefit of Plaintiffs. Plaintiffs will seek leave of Court to
3 amend this Complaint to set out the exact amount of such additional damages when the same
4 have been ascertained.

5 45. As a further direct and proximate result of all the foregoing, Plaintiffs have been caused to
6 sustain a loss of income, past, present, and future, and/or impairment of earning capacity in
7 an amount to be determined at the time of trial.

8 46. As a further direct and proximate result of all the foregoing, Plaintiffs have been caused to
9 suffer injury to and/or loss of and/or diminished value to their real and personal property, as
10 well as incur other related expenses in an amount to be determined at the time of trial. This
11 injury includes Plaintiffs' duty to disclose the aforesaid defects, water damage, and resulting
12 mold contamination in the home, pursuant to NRS Chapter 113, in any future sale of the
13 home.

14 47. The above outrageous actions were done by AAA oppressively, fraudulently, and/or with
15 malice, expressed or implied, with a willful, wanton and/or conscious disregard for the safety
16 of others, and thereby Plaintiffs are entitled to punitive damages. In addition, punitive
17 damages should be awarded against AAA as its managerial agents authorized the dealing and
18 manner of said AAA's agents, employees, or servants aforementioned acts; and/or AAA's
19 agents, servants, or employees were not fit or properly trained for their designated
20 responsibilities relating to Plaintiffs; and/or AAA's agents, servants, or employees were
21 employed in a managerial capacity and were acting in the scope of employment at the time of
22 the aforementioned acts; and/or AAA and/or its managerial agents ratified or approved the
23 aforementioned acts of AAA's agents, servants, or employees.

24 ...
25 ...
26 ...
27 ...
28 ...

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XV.

THIRD CLAIM FOR RELIEF

**(CONTRACTUAL BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR
DEALING (BAD FAITH)—Against Defendant AAA)**

- 5 48. Plaintiffs reallege and incorporate herein each and every allegation set forth in Section I of
6 this Complaint, as well as each and every allegation contained in every other Claim for
7 Relief, as if set forth in full herein.

8 49. Pursuant to Nevada Rule of Civil Procedure 8(d), and *in the alternative* to Plaintiffs' Fourth
9 Claim for Relief (Breach of Contract against AAA) and First Claim for Relief (Tortious
10 Breach of Implied Covenant of Good Faith and Fair Dealing against AAA), Plaintiffs assert
11 this claim for contractual breach of the implied covenant of good faith and fair dealing.

12 50. On November 2, 2019, and before, Plaintiffs had in force with AAA a valid contract of
13 homeowner's insurance, policy number HO5002229721, policy period 30/20/2019 to
14 3/20/2020, and Plaintiffs were current on their homeowner's insurance premiums with AAA.

15 51. As set forth herein, among other provisions of said insurance contract, and in exchange for
16 insurance premiums pre-paid in advance by Plaintiffs, AAA agreed to insure Plaintiffs
17 against loss due to water and resulting damage. Plaintiffs' reasonable and justified
18 expectation under the insurance policy was that they would be made whole following a
19 covered water loss and that their real and personal property would be promptly, properly,
20 safely, and completely repaired and restored in the event of a covered water loss.

21 52. On or about November 2, 2019, Plaintiffs discovered a sudden and accidental plumbing leak
22 in the kitchen of their 3409 Singer Lane home. Plaintiffs timely and properly placed a claim
23 with AAA for the water loss. AAA accepted the claim and assigned the flood Claim No.
24 1003-54-2999.

25 53. On or about November 2, 2019, Plaintiffs discovered a sudden and accidental water loss in
26 the office of their 3409 Singer Lane home. Plaintiffs timely and properly placed a claim with
27 AAA for the water loss. AAA accepted the claim and assigned the flood Claim No.
28 1003-54-3246.

- 1 54. AAA denied Plaintiffs' claims for the resulting damage to their home and personal property,
2 as well as other out-of-pocket expenses in order to save AAA money on the claim and in the
3 pursuit of cost savings for AAA—all to the detriment of Plaintiffs and their property.
- 4 55. In the contract of insurance between Defendant AAA and Plaintiffs, there is implied a
5 covenant of good faith and fair dealing. A fiduciary-like insurer/insured special relationship
6 existed between insurer AAA and insured Plaintiffs, which here is marked by Plaintiffs'
7 reasonable trust and confidence in, and reliance upon, AAA and further marked by AAA's
8 superior position to Plaintiffs in knowledge, resources, and power—particularly at the time of
9 Plaintiffs' property losses and related insurance claims needs and inferior bargaining position.
- 10 56. Assuming for purposes of this Claim for Relief only that Defendant AAA literally complied
11 with the terms of its insurance contract with Plaintiffs, Defendant AAA, by its actions, has
12 deliberately contravened the intention and spirit of the insurance contact. By AAA's refusal
13 to cover and/or repair the damage caused to Plaintiffs' real and personal property, AAA
14 frustrated Plaintiffs' reasonable and justified expectations and trust and confidence in their
15 insurance company that their home would be properly and safely restored through AAA's
16 claims adjustment and repair process, not that the covered damage would be made worse or
17 their home destroyed. Therefore, even if AAA literally complied with the insurance contract,
18 AAA's performance under the insurance contract—and the result of its performance—was
19 unfaithful to the purpose of the insurance contract, deliberately contravened the intent and
20 spirit of the insurance contract, frustrated Plaintiffs' reasonable and justified expectations
21 under the insurance contract, was in bad faith, and violated the implied covenant of good
22 faith and fair dealing.
- 23 57. As a direct and proximate result of AAA's contractual breach of the implied covenant of good
24 faith and fair dealing, Plaintiffs have suffered and continue to suffer the injuries and damages
25 set forth below.
- 26 58. As a direct and proximate result of all the foregoing, Plaintiffs have been caused to suffer
27 serious bodily injury, and great pain of mind and body, some or all of which may continue
28

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1 into the future, all to their general damage in excess of Fifteen Thousand Dollars
2 (\$15,000.00).

3 59. As a further direct and proximate result of all the foregoing, Plaintiffs have been caused,
4 and/or may in the future be caused, to incur medical bills and expend sums of money for
5 medical care and expenses incidental thereto, as well as other out-of-pocket expenses, all in
6 amounts to be determined at the time of trial.

7 60. As a further direct and proximate result of all the foregoing, Plaintiffs have been caused, and
8 will in the future be caused, to incur bills and expend sums of money to perform works of
9 remediation, repair, restoration, and construction to the subject residence to prevent further
10 damages and to restore the subject residence to its proper condition, as well as incur other
11 out-of-pocket expenses, in an amount to be determined at the time of trial.

12 61. As a further direct and proximate result of all the foregoing, Plaintiffs were significantly
13 exposed to hazardous substances having toxigenic, allergenic, and/or carcinogenic properties.
14 As a direct and proximate result of such exposure, Plaintiffs suffered serious personal
15 injuries, including emotional distress, and have a reasonable and significant risk of
16 contracting and suffering from a serious latent disease, illness, and/or injury. Such increased
17 risk makes periodic diagnostic medical examinations reasonably necessary. Monitoring and
18 testing procedures exist which make the early detection and treatment of the latent diseases,
19 injuries, and illnesses possible and beneficial, and such medical monitoring procedures
20 should be implemented for the benefit of Plaintiffs. Plaintiffs will seek leave of Court to
21 amend this Complaint to set out the exact amount of such additional damages when the same
22 have been ascertained.

23 62. As a further direct and proximate result of all the foregoing, Plaintiffs have been caused to
24 sustain a loss of income, past, present, and future, and/or impairment of earning capacity in
25 an amount to be determined at the time of trial.

26 63. As a further direct and proximate result of all the foregoing, Plaintiffs have been caused to
27 suffer injury to and/or loss of and/or diminished value to their real and personal property, as
28 well as incur other related expenses in an amount to be determined at the time of trial. This

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injury includes Plaintiffs' duty to disclose the aforesaid defects, water damage, and resulting mold contamination in the home, pursuant to NRS Chapter 113, in any future sale of the home.

64. The above outrageous actions were done by AAA oppressively, fraudulently, and/or with malice, expressed or implied, with a willful, wanton and/or conscious disregard for the safety of others, and thereby Plaintiffs are entitled to punitive damages. In addition, punitive damages should be awarded against AAA as its managerial agents authorized the dealing and manner of said AAA's agents, employees, or servants aforementioned acts; and/or AAA's agents, servants, or employees were not fit or properly trained for their designated responsibilities relating to Plaintiffs; and/or AAA's agents, servants, or employees were employed in a managerial capacity and were acting in the scope of employment at the time of the aforementioned acts; and/or AAA and/or its managerial agents ratified or approved the aforementioned acts of AAA's agents, servants, or employees.

V

FOURTH CLAIM FOR RELIEF

(Breach of Contract– Against Defendant AAA)

65. Plaintiffs reallege and incorporate herein each and every allegation set forth in Sections I, II, III, and IV of this Complaint, as well as each and every allegation contained in every other Claim for Relief, as if set forth in full herein.

66. On November 2, 2019, and before, Plaintiffs had in force with AAA a contract of insurance. As set forth herein, among other provisions of said insurance contract, and in exchange for insurance premiums pre-paid in advance by Plaintiffs, AAA agreed to insure Plaintiffs and their property against loss due to water and resulting damage. However, despite the foregoing, AAA, as set forth above, failed to adequately and without unreasonable delay and/or unreasonable conditions perform this and other contractual and legal obligations constituting breach of that insurance contract. At the time AAA so breached its insurance contract with Plaintiffs, Plaintiffs had performed their obligations under the insurance contract.

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COMPLAINT

67. As a direct and proximate result of AAA's breaches of the insurance contract with Plaintiffs relating to the water losses and resulting damages in the home, Plaintiffs have suffered and continue to suffer the injuries and damages set forth below.
68. As a direct and proximate result of all the foregoing, Plaintiffs have been caused to suffer serious bodily injury, and great pain of mind and body, some or all of which may continue into the future, all to their general damage in excess of Fifteen Thousand Dollars (\$15,000.00).
69. As a direct and proximate result of each Defendant's breaches of the insurance contract with Plaintiffs as outlined above, Plaintiffs have incurred consequential damages in excess of Fifteen Thousand Dollars (\$15,000.00) and incidental damages in excess of Fifteen Thousand Dollars (\$15,000.00), all in addition to the injuries and damages set forth below.
70. As a direct and proximate result of all the foregoing, Plaintiffs have been caused, and/or may in the future be caused, to incur bills and expenses, as well as other out-of-pocket expenses, all in amounts to be determined at the time of trial.
71. As a further direct and proximate result of all the foregoing, Plaintiffs have been caused to sustain a loss of income, past, present, and/or future, and/or impairment of earning capacity in an amount to be determined at the time of trial.
72. As a direct and proximate result of all the foregoing, Plaintiffs have been caused, and will in the future be caused, to incur bills and expend sums of money to perform works of repair, restoration, and construction to the subject home to prevent further damages and to restore the subject home to its proper condition, as well as incur other out-of-pocket expenses, in an amount to be determined at the time of trial.
73. As a further direct and proximate result of all the foregoing, Plaintiffs were significantly exposed to hazardous substances having toxigenic, allergenic, and/or carcinogenic properties. As a direct and proximate result of such exposure, Plaintiffs suffered serious personal injuries, including emotional distress, and have a reasonable and significant risk of contracting and suffering from a serious latent disease, illness, and/or injury. Such increased risk makes periodic diagnostic medical examinations reasonably necessary. Monitoring and

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COMPLAINT

1 testing procedures exist which make the early detection and treatment of the latent diseases,
2 injuries, and illnesses possible and beneficial, and such medical monitoring procedures
3 should be implemented for the benefit of Plaintiffs. Plaintiffs will seek leave of Court to
4 amend this Complaint to set out the exact amount of such additional damages when the same
5 have been ascertained.

6 74. As a further direct and proximate result of all the foregoing, Plaintiffs have been caused to
7 suffer injury to and/or loss of and/or diminished value to their real and personal property, as
8 well as incur other related expenses in an amount to be determined at the time of trial. This
9 injury includes Plaintiffs' duty to disclose the aforesaid defects and related damage in the
10 home, pursuant to NRS Chapter 113, in any future sale of the home.

11 75. Plaintiffs are entitled to recover their actual damages.

12 76. Plaintiffs are entitled to recover their attorney's fees and costs incurred in securing said
13 Defendant's performance under the terms of the insurance contract.

14 WHEREFORE, Plaintiffs, expressly reserving the right to amend this Complaint at the
15 time of trial of this action herein to include all items of damage not yet ascertained, demands
16 judgment against Defendants, and each of them, as jointly and severally liable tortfeasors, as
17 follows:

- 18 1. General damages in excess of Fifteen Thousand Dollars (\$15,000.00);
- 19 2. Special damages according to proof;
- 20 3. Punitive and exemplary damages in excess of Fifteen Thousand Dollars (\$15,000.00);
- 21 4. Consequential damages in excess of Fifteen Thousand Dollars (\$15,000.00);
- 22 5. Incidental damages in excess of Fifteen Thousand Dollars (\$15,000.00);
- 23 6. Attorney's fees;
- 24 7. Costs of suit; and
- 25 ...
- 26 ...
- 27 8. For such other and further relief as this Court may deem just and proper in the premises.

1 DATED this 27th day of February, 2020.
2
3

4 JUDD J. BALMER, ESQ., LTD.
5 *A Nevada Professional Corporation*
6
7

8 /s/ Judd J. Balmer
9 By: _____
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JUDD J. BALMER, ESQ.
Nevada Bar No. 006212
2625 N. Green Valley Parkway, Suite 225
Henderson, Nevada 89014
T: (702) 642-4200
F: (702) 642-4300
E: jbalmer@balmerlawfirm.com
Attorneys for Plaintiff

JUDD J. BALMER, ESQ., LTD.
A Nevada Professional Corporation

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Steven D. Grierson
CLERK OF THE COURT

1 AOS
2 JUDD J. BALMER, ESQ.
3 NEVADA BAR NO. 006212
4 JUDD J. BALMER, ESQ., LTD.
5 A Nevada Professional Corporation
6 2625 N. Green Valley Parkway, Suite 225
Henderson, Nevada 89014
T: (702) 642-4200
F: (702) 642-4300
E: jbalmer@balmerlawfirm.com
Attorneys for Plaintiffs

7 DISTRICT COURT
8 CLARK COUNTY, NEVADA

9 LEOPOLDO BARILLAS and RUFINA
10 BARILLAS, }
11 Plaintiff,
vs. }
12 CSAA FIRE & CASUALTY INSURANCE
13 COMPANY, an Indiana corporation, d/b/a
AAA INSURANCE; DOES 1-100, inclusive,
14 and ROE CORPORATIONS 1-100, inclusive,
15 Defendants.

} Case No.: A-20-811271-C

} Dept. No.: X

AFFIDAVIT OF SERVICE

JUDD J. BALMER, ESQ., LTD.
A Nevada Professional Corporation

AFFIDAVIT OF SERVICE

Job # 9066

Case Info:

PLAINTIFF: LEOPOLDO BARILLAS and RUEFINA BARILLAS, -venus-	District Court: Court Division: Dept. No.: X County of Clark, Nevada
DEFENDANT: CSAA FIRE & CASUALTY INSURANCE COMPANY, an Indiana corporation, d/b/a AAA INSURANCE; DOES 1-100, inclusive, and ROE CORPORATIONS 1-100, inclusive,	Issuance Date: 4/9/2020 Court Case #: A-20-811271-C

Service Info:

Date Received: 4/9/2020 at 10:13 AM
 Service: I Served CSAA FIRE & CASUALTY INSURANCE COMPANY, an Indiana corporation, d/b/a AAA INSURANCE
 With: SUMMONS; COMPLAINT
 by leaving with Kristine Ladel, ADMINISTRATIVE ASSISTANT

At Business DIVISION OF INSURANCE, 1818 E COLLEGE PKWY, STE. 103, CARSON CITY, NV 89706

Latitude: 39.190668
 Longitude: -119.746727

On 4/16/2020 at 10:45 AM

Manner of Service: GOVERNMENT SERVICE

Government Service was performed by delivering a true copy of this process, with the date and hour of service endorsed thereon by me, and a copy of the complaint, petition, or other initial pleading or paper to Kristine Ladel as ADMINISTRATIVE ASSISTANT of the within named to wit: CSAA FIRE & CASUALTY INSURANCE COMPANY, an Indiana corporation, d/b/a AAA INSURANCE

I Jon Salisbury , acknowledge that I am authorized to serve process, in good standing in the jurisdiction wherein the process was served and I have no interest in the above action. Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

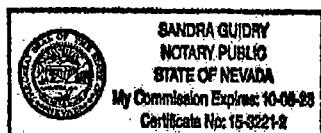
Signature of Server:

Jon Salisbury
 Jon Salisbury, Lic # 2100C
 LV Process and Investigations, LLC
 License #2039
 10829 Whipple Crest Ave.
 Las Vegas, NV 89166
 Phone: (702) 592-3283

Our Job # 9066

SUBSCRIBED AND SWORN to before me this 11 day of April, 2020 by Jon Salisbury
 Proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Sandra Guidry
 NOTARY PUBLIC for the state of Nevada



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4/29/2020 12:01 PM
Steven D. Grerson
CLERK OF THE COURT

1 POS
2 JUDD J. BALMER, ESQ.
3 NEVADA BAR NO. 006212
4 JUDD J. BALMER, ESQ., LTD.
5 A Nevada Professional Corporation
6 2625 N. Green Valley Parkway, Suite 225
Henderson, Nevada 89014
T: (702) 642-4200
F: (702) 642-4300
E: jbalmer@balmerlawfirm.com
Attorneys for Plaintiffs

7 DISTRICT COURT
8 CLARK COUNTY, NEVADA

9 LEOPOLDO BARILLAS and RUFINA
10 BARILLAS,
11 Plaintiff,
vs.
12 CSAA FIRE & CASUALTY INSURANCE
13 COMPANY, an Indiana corporation, d/b/a
AAA INSURANCE; DOES 1-100, inclusive,
14 and ROE CORPORATIONS 1-100, inclusive,
15 Defendants.

) Case No.: A-20-811271-C

) Dept. No.: X

PROOF OF SERVICE

JUDD J. BALMER, ESQ., LTD.
A Nevada Professional Corporation

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PROOF OF SERVICE

I hereby declare that on this day I served a copy of the Summons and Complaint upon the following defendant in the within matter, by shipping a copy thereof, via Certified mail, return receipt requested, to the following:

CSAA Fire & Casualty Insurance Company
c/o The Corporation Trust Company of Nevada
701 S. Carson St., Ste. 200
Carson City, NV 89701-5239
CERTIFIED MAIL NO. 7019 1120 0000 7069 8449

I declare, under penalty of perjury, that the foregoing is true and correct.

DATED this 23rd day of April 2020.

/s/ Susan Bell
Employee of the State of Nevada.
Department of Business and Industry
Division of Insurance

15 RE: Barillas vs. CSAA Fire & Casualty Insurance Company
District Court, Clark County, Nevada
16 Case No. A-20-811271-C

 State of Nevada, Division of Insurance
The document on which this certificate
is stamped is a full, true and correct
copy of the original